

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

HDI Global Insurance Company

DEFENDANTS

Silver Birch GP, LLC

(b) County of Residence of First Listed Plaintiff Cook
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Philadelphia
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Deasey, Mahoney & Valentini, Ltd.
1601 Market Street, Suite 3400, Phila., PA 19103**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input checked="" type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC 881	422 Appeal 28 USC 158
120 Marine	310 Airplane	365 Personal Injury - Product Liability	423 Withdrawal 28 USC 157	423 Qui Tam (31 USC 3729(a))
130 Miller Act	315 Airplane Product Liability	367 Health Care/ Pharmaceutical Personal Injury Product Liability	INTELLECTUAL PROPERTY RIGHTS	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	368 Asbestos Personal Injury Product Liability	820 Copyrights	410 Antitrust
150 Recovery of Overpayment & Enforcement of Judgment	330 Federal Employers' Liability	370 Other Fraud	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	371 Truth in Lending	835 Patent - Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	380 Other Personal Property Damage	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	385 Property Damage Product Liability	880 Defend Trade Secrets Act of 2016	470 Racketeer Influenced and Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability			480 Consumer Credit (15 USC 1681 or 1692)
190 Other Contract	360 Other Personal Injury			485 Telephone Consumer Protection Act
195 Contract Product Liability	362 Personal Injury - Medical Malpractice			490 Cable/Sat TV
196 Franchise				850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		890 Other Statutory Actions
210 Land Condemnation	440 Other Civil Rights	Habeas Corpus:	861 HIA (1395f)	891 Agricultural Acts
220 Foreclosure	441 Voting	463 Alien Detainee	862 Black Lung (923)	893 Environmental Matters
230 Rent Lease & Ejectment	442 Employment	510 Motions to Vacate Sentence	863 D/JWC/DIW (405(g))	895 Freedom of Information Act
240 Torts to Land	443 Housing/ Accommodations	530 General	864 SSID Title XVI	
245 Tort Product Liability	445 Amer. w/Disabilities - Employment	535 Death Penalty	865 RSI (405(g))	
290 All Other Real Property	446 Amer. w/Disabilities - Other	Other:	SOCIAL SECURITY	
	448 Education	540 Mandamus & Other	861 HIA (1395f)	
		550 Civil Rights	862 Black Lung (923)	
		555 Prison Condition	863 D/JWC/DIW (405(g))	
		560 Civil Detainee - Conditions of Confinement	864 SSID Title XVI	
			865 RSI (405(g))	
			FEDERAL TAX SUITS	
			870 Taxes (U.S. Plaintiff or Defendant)	
			871 IRS—Third Party	
			26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
46 USC S 30701**VI. CAUSE OF ACTION**Brief description of cause:
Breach of contract of carriage**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Engelmayr (SDNY)

DOCKET NUMBER 22-md-3028 (PAE)

DATE

12/21/22

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD
George R. Zochawski

RECEIPT # _____ AMOUNT _____

APPLYING IFFP _____

JUDGE _____

MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

HDI Global Insurance Company

:

CIVIL ACTION

v.

:

Silver Birch GP, LLC

:

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

12/21/22
Date

George R. Zacharkow
Attorney-at-law

Plaintiff
Attorney for HDI Global Ins. Co.

215-587-9400

215-587-9456

GZacharkow@dmvlawfirm.com

Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02



DEASEY, MAHONEY & VALENTINI, LTD.

BY: George R. Zacharkow

Identification No. 32816

1601 Market Street, 34th Floor

Philadelphia, PA 19103

(215) 587-9400 (phone)

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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HDI GLOBAL INSURANCE COMPANY

CIVIL ACTION

161 North Clark Street, 48th Floor

Chicago, Illinois 60601

Plaintiff

v.

SILVER BIRCH GP, LLC

NO.

510 Walnut Street

Philadelphia, Pennsylvania 19106

Defendant

RULE 7.1 DISCLOSURE STATEMENT
(Civil Action)

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, Plaintiff, HDI Global Insurance Company makes the following disclosure:

1. Is the party a non-governmental corporate party.

X YES NO

2. If the answer to Number 1 is "yes," list below any parent corporation or state that there is no such corporation.

HDI Global Insurance Company is an Illinois domestic commercial property and casualty insurer wholly owned by HDI Global Network AG. HDI Global Network AG is owned by HDI Global SE. HDI Global SE is owned by Talanx AG. Talanx AG, a publicly traded company, is the ultimate parent of HDI Global Insurance Company.

3. If the answer to Number 1 is “yes,” list below any publicly held corporation that owns 10% or more of the party’s stock or state that there is no such corporation:

As identified in 2. above, Talanx AG, a publicly traded company, is the ultimate parent of HDI Global Insurance Company.

The undersigned party understands that under Rule 7.1 of the Federal Rules of Civil Procedure, it must promptly file a supplemental statement upon any change in the information that this statement requests.

DEASEY, MAHONEY & VALENTINI, LTD.

BY: /s/ George R. Zacharow
George R. Zacharkow (GRZ 7099)
Attorneys for Plaintiff

Dated: December 21, 2022

DEASEY, MAHONEY & VALENTINI, LTD.

BY: George R. Zacharkow

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Philadelphia, PA 19103

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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HDI GLOBAL INSURANCE COMPANY

161 North Clark Street, 48th Floor

Chicago, Illinois 60601

CIVIL ACTION

Plaintiff

v.

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510 Walnut Street

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(Civil Action)

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, Plaintiff, HDI Global Insurance Company makes the following disclosure:

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DEASEY, MAHONEY & VALENTINI, LTD.

BY: /s/ George R. Zacharow

George R. Zacharkow (GRZ 7099)
Attorneys for Plaintiff

Dated: December 21, 2022

DEASEY, MAHONEY & VALENTINI, LTD.

BY: George R. Zacharkow
Identification No. 32816
1601 Market Street, 34th Floor
Philadelphia, PA 19103
(215) 587-9400 (phone)
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Email: GZacharkow@dmvlawfirm.com

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

HDI GLOBAL INSURANCE COMPANY

161 North Clark Street, 48th Floor
Chicago, Illinois 60601

CIVIL ACTION

Plaintiff

v.

SILVER BIRCH GP, LLC

510 Walnut Street
Philadelphia, Pennsylvania 19106

NO.

Defendant

COMPLAINT IN ADMIRALTY

Plaintiff, HDI Global Insurance Company, by and through its attorneys, Deasey, Mahoney & Valentini, Ltd., hereby brings this civil action against Defendant, Silver Birch GP, LLC, and in support thereof represents upon information and belief, as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim for breach of a maritime contract and this Court has jurisdiction pursuant to 28 U.S.C. §1333. Plaintiff designates the claim

as an admiralty and maritime claim within the scope and meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. The claim involves a contract for the carriage of goods by sea in foreign trade from a port in China to a port in the United States of America and as such, it is governed by the U.S. Carriage of Goods by Sea Act, (“COGSA”), 46 U.S.C. § 30701, *et seq.* (note) and the Harter Act, 46 U.S.C. § 30702, *et seq.*, and this Court also has jurisdiction pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1337.

3. The Bills of Lading issued by Defendant contain a forum selection clause providing that claims against Defendant regarding shipments of goods to the United States are required to be brought in the United States District Court for the Eastern District of Pennsylvania. (See Exhibit 1, ¶ 17.)

THE PARTIES

4. Plaintiff, HDI Global Insurance Company (hereinafter “Plaintiff” or “HDI”) was and still is a corporation organized and existing under the laws of the State of Illinois, with an address and principal place of business at 161 North Clark Street, 48th Floor, Chicago Illinois. HDI is engaged in the insurance business and in pertinent part, provides insurance for shipments carried in ocean transportation.

5. Crocs, Inc. (hereinafter “Crocs”), was and still is a corporation organized and existing under the laws of the State of Colorado with an address and principal place of business at 13601 Via Varra, Bloomfield, Colorado, and was and still is engaged in the business of purchasing, importing and distributing footwear in the United States.

6. Crocs was the purchaser and consignee of the shipments at issue and Plaintiff insured the shipments.

7. Crocs presented a claim to Plaintiff for the nondelivered shipments (as more fully described below) and appointed Plaintiff to serve as its recovery agent.

8. After investigating and adjusting the claim, Plaintiff paid Crocs the sound market value of the nondelivered shipments and became a subrogee of Crocs.

9. Also, following payment of the insurance claim Crocs assigned the recovery rights for the claim to Plaintiff.

10. Defendant, Silver Birch GP, LLC (hereinafter "Silver Birch"), was and still is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an office and place of business located at 510 Walnut Street, Philadelphia, Pennsylvania, and was a non-vessel owning common carrier (NVOCC) who issued Bills of Lading for the shipments at issue. (See Exhibit 1.)

11. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the shipments and consignments at issue, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

12. Crocs, and any and all other parties in interest, have duly performed all valid conditions precedent to the contracts of carriage on their part to be performed and all conditions precedent to recovery under the identified Bills of Lading have occurred or have been performed by Crocs and/or its predecessors or successors in title, or have been waived or otherwise excused.

13. Timely and consecutive extensions of suit time were obtained from Silver Birch and this action is being filed within the agreed extension period, which runs to September 30, 2023. Silver Birch also obtained back to back extensions of suit time from

the ocean carrier with respect to its claim against them.

RELEVANT FACTS

14. Sometime prior to November 19, 2020, shipments of footwear stuffed into four containers (hereinafter the “Shipments”) were booked with Silver Birch for ocean carriage from the Port of Yantian, China to the Port of Long Beach, California.

15. Silver Birch elected to transport the Shipments aboard the containership M/V ONE APUS (hereinafter the “Vessel”).

16. On or about November 19, 2020, the Shipments, consisting of 3,261 cartons of footwear, then being in good order and condition, were loaded aboard the Vessel.

17. On or about November 19, 2020, Silver Birch issued the following two Bills of Lading, acknowledging receipt of the Shipments on board the Vessel for the agreed carriage to the Port of Long Beach, California:

- a. Bill of Lading No. CSZE0105163
 - i. Container No. KKFU8059750 -- 873 cartons
 - ii. Container No. NYKU4811031 -- 727 cartons
 - iii. Container No. ONEU0347022 -- 726 cartons
- b. Bill of Lading No. CSZE0105171
 - i. Container No. GESU6328795 -- 935 cartons

(See Exhibit 1.)

18. Correspondingly, Silver Birch received the following two Master Bills of Lading from the ocean carrier acknowledging receipt of the Shipments on board the Vessel for the agreed carriage to the Port of Long Beach, California: Bill of Lading No.

ONEYSZPAJ8879901 and Bill of Lading No. ONEYSZPAJ8879900.

19. The M/V ONE APUS departed the Port of Yantian, China on or about November 19, 2020, with the Shipments on board, destined for the Port of Long Beach.

20. During the voyage the stow of containers on deck shifted and collapsed with many of them going overboard.

21. Thereafter, the Vessel diverted to Kobe, Japan and never continued the voyage to Long Beach.

22. The Shipments were lost overboard and were not delivered to the consignee at the Port of Long Beach.

23. The sound market value of the Shipments was One Million One Hundred Forty-Four Thousand Fifty-Three Dollars (\$1,144,053.00), exclusive of prejudgment interest, and costs. Plaintiff reserves the right to revise this amount.

COUNT I
(Breach of Contract)

24. Plaintiff incorporates by reference the averments contained in paragraphs 1 – 23, inclusive, with the same force and effect as if fully set forth herein.

25. Defendant Silver Birch contracted to transport and deliver the Shipments from the Port of Yantian to the Port of Long Beach in the same quantity, good order and condition as when received by it and/or its agents and/or representatives and/or designees at the load port, as evidenced by the Bills of Lading attached hereto as Exhibit 1.

26. Defendant Silver Birch directly, and/or by and through the agents and/or representatives and/or designees it selected to carry out its responsibilities and for whom it is responsible, breached its contractual and statutory duties to exercise due diligence

to ensure that the Vessel was seaworthy and cargo-worthy and fit to safely transport the Shipments through the known and reasonably expected conditions to be encountered during the voyage, to outfit the Vessel with competent officers and crew to navigate her and ensure that the Shipments and other cargo were properly loaded, stowed, and secured aboard the Vessel; and to deliver the Shipments at the agreed destination in the same quantity, good order and condition as when received.

27. The loss of the Shipments was not caused by any act or omission on the part of Plaintiff's subrogor or those for whom it may be responsible, or by its predecessors or successors in title, but instead was caused by the inadequacy and unseaworthiness of the Vessel and the violation of Defendant's duties and obligations as a common carrier by water for hire under the applicable statutes, and/or private carrier by water for hire, and the breach of Defendant's contracts of carriage and any other applicable contracts, including specifically the Bills of Lading attached hereto as Exhibit 1.

28. By reason of Defendant's breach of its contracts of carriage and other agreements with Plaintiff's subrogor and/or other parties in interest, and/or the inadequacy and unseaworthiness of the M/V ONE APUS, and/or the failure of Defendant, and/or the agents and/or representatives and/or designees for whom it is responsible, to comply with applicable laws and regulations, contractual obligations, and/or customs and trade practice, and/or to properly care for the Shipments, Plaintiff as subrogee and assignee of Crocs, has sustained damages in the amount of One Million One Hundred Forty-Four Thousand Fifty-Three Dollars (\$1,144,053.00), exclusive of prejudgment interest and costs.

WHEREFORE, Plaintiff, HDI Global Insurance Company, respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Silver Birch GP, LLC, for the damages as aforesaid, plus prejudgment interest and costs, and that the Court grant such other and further relief to Plaintiff as in law and justice it may be entitled to receive.

COUNT II
(Bailment)

29. Plaintiff incorporates by reference the averments contained in paragraphs 1 – 23, inclusive, with the same force and effect as if fully set forth herein.

30. At all times material hereto Defendant Silver Birch was a bailee for hire.

31. Sometime prior to November 19, 2020, Defendant Silver Birch agreed to accept the Shipments at the Port of Yantian, China and deliver them to Crocs at the Port of Long Beach, California.

32. On or about November 19, 2020, Defendant Silver Birch through its selected and appointed agents and/or representatives and/or designees and/or others for whom it is vicariously liable, received the Shipments at the Port of Yantian, China and thereafter exercised control over the Shipments.

33. Defendant Silver Birch thereafter delivered the Shipments to the Vessel, its owner and/or operator, and/or others acting on their behalf, to conduct the ocean carriage and deliver the shipments at the Port of Long Beach, California.

34. Defendant Silver Birch confirmed its receipt of the Shipments by issuing the Bills of Lading attached hereto as Exhibit 1 and the ocean carrier confirmed its receipt of the Shipments by issuing Master Bill of Lading Nos. ONEYSZPAJ8879901

and ONEYSZPAJ8879900.

35. The Shipment was to be delivered to Plaintiff's subrogor at the Port of Long Beach.

36. Defendant Silver Birch never delivered the Shipment to Plaintiff's subrogor at the Port of Long Beach as agreed and never delivered the Shipment at any other location.

37. Defendant Silver Birch breached its duty as a bailee by failing to redeliver the Shipment when and where agreed and requested.

38. As a direct and proximate result of Defendant Silver Birch's breach of its duty as a bailee, Plaintiff as subrogee and assignee of Crocs has sustained damages in the amount of One Million One Hundred Forty-Four Thousand Fifty-Three Dollars (\$1,144,053.00), exclusive of prejudgment interest and costs.

WHEREFORE, Plaintiff, HDI Global Insurance Company, respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Silver Birch GP, LLC, for the damages as aforesaid, plus prejudgment interest and costs, and that the Court grant such other and further relief to Plaintiff as in law and justice it may be entitled to receive.

DEASEY, MAHONEY & VALENTINI, LTD.

Dated: December 21, 2022

BY: /s/ George R. Zacharow
George R. Zacharkow (GRZ 7099)
Attorneys for Plaintiff

EXHIBIT 1

Silver Birch GP, LLC

SHIPPER (Principal or Seller-licensee and address) EVERVAN SHUANGFENG FOOTWEAR CO LTD. ON BEHALF OF EVA WORLDWIDE TRADING CO LTD. TECHNOLOGY INDUSTRY ZONE, ECONOMIC & DEVELOPMENT DISTRICT SHUANGFENG COUNTY HUNAN, CHINA		B/L Number CSZSE0105163	DATE OF ISSUE 19 NOV 2020										
CONSIGNEE (Non-Negotiable unless consigned to order) CROCS, INC. 13601 VIA VARA BROOMFIELD CO 80020 UNITED STATES PH: 303 848-7629 (IRS# 20-2164234-00)		EXPORT REFERENCES/FORWARDING AGENT (Reference)											
		Shipper Ref :											
		Consignee Ref :											
		PO Ref :											
		Job Ref #	: CSZSE0105163										
		POINT AND COUNTRY OF ORIGIN CHINA											
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) VANDERGRIFT INC 180 E. OCEAN BLVD STE 270 LONG BEACH, CA, 90802 562.624.3000 EXT. 7808 CROCS@VANDEGRIFTINC.COM, LGBDOCS@VANDEGRIFTINC.COM		DELIVERY AGENT AT DESTINATION BDP INTERNATIONAL INC 100 CONCORD ROAD ASTON, PA 19014 ASTON.SILVERBIRCH@BDPINT.COM											
FEEDER VESSEL		PLACE OF RECEIPT YANTIAN											
EXPORT CARRIER (Vessel, voyage, & flag) ONE APUS V. 006E		PORT OF LOADING YANTIAN											
PORT OF DISCHARGE LONG BEACH, CA		PLACE OF DELIVERY LONG BEACH, CA											
MARKS AND NUMBERS	NO of PKGS	DESCRIPTION OF PACKAGES & GOODS PARTICULARS FURNISHED BY SHIPPERS	GROSS WEIGHT	MEASUREMENT									
KKFU8059750 /CNBD84357 NYKU4811031 /CNBC71985 ONEU0347022 /CNBC76836	/40'HC /40'HC /40'HC	/CY/CY /CY/CY /CY/CY	/873 CTNS / /727 CTNS / /726 CTNS /	4,732.614 KGS / 3,319.620 KGS / 3,844.774 KGS /	66.007 CBM 65.952 CBM 62.111 CBM								
SHIPPER'S LOAD & COUNT & SEAL S.T.C. : - MARKS & NOS. & DESCRIPTION OF GOODS AS PER LIST ATTACHED.													
=====		2,326 CTNS	=====	11,897.008 KGS	=====								
					194.070 CBM								
<p>THIS SHIPMENT DOES NOT CONTAIN WOOD PACKAGING MATERIAL.</p> <p>EXPRESS BILL OF LOADING</p> <p>FREIGHT COLLECT</p> <p>Total : THREE (3X40'HC) CONTAINER(S) ONLY</p> <p>SHIPPED ON BOARD : 19 NOV 2020</p>													
<p>** Page 1 of 2 **</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">FREIGHT RATES , CHARGES, WEIGHTS AND/OR MEASUREMENT SUBJECT TO CORRECTIONS</td> <td style="width: 50%; padding: 5px; vertical-align: top;"> <small>Received by the Carrier the Goods, Packagings or Containers said to be as specified above and in apparent good order and condition unless otherwise stated, to be transshipped to such places as provided herein and subject to all the terms and conditions appearing on this Bill of Lading and reverse side of this Bill of Lading to which the Shipper agrees by accepting the same. The Carrier shall not be liable for damage to or loss of the Goods, Packagings or Containers in transit if the same in the opinion of the Carrier, contains and value thereof as stated above are manifestly short or damaged and Carrier shall not be responsible or liable regarding such information. See paragraph 11 on this page for liability of Carrier as to overweight Packages and Paragraph 8 as to Dangerous Goods.</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>IN MATTERS WHERE THE 3 original Bills of Lading have been agreed upon after the time of loading, one of which being accomplished, I declare, if any, to be valid. If required by the Carrier, one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px; text-align: center;"> <small>For And On Behalf of BDP INTERNATIONAL LTD. (CHINA), SHENZHEN BRANCH</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px; text-align: center;"> <small>AS AGENT FOR THE CARRIER Silver Birch GP, LLC</small> </td> </tr> </table>						FREIGHT RATES , CHARGES, WEIGHTS AND/OR MEASUREMENT SUBJECT TO CORRECTIONS	<small>Received by the Carrier the Goods, Packagings or Containers said to be as specified above and in apparent good order and condition unless otherwise stated, to be transshipped to such places as provided herein and subject to all the terms and conditions appearing on this Bill of Lading and reverse side of this Bill of Lading to which the Shipper agrees by accepting the same. The Carrier shall not be liable for damage to or loss of the Goods, Packagings or Containers in transit if the same in the opinion of the Carrier, contains and value thereof as stated above are manifestly short or damaged and Carrier shall not be responsible or liable regarding such information. See paragraph 11 on this page for liability of Carrier as to overweight Packages and Paragraph 8 as to Dangerous Goods.</small>	<small>IN MATTERS WHERE THE 3 original Bills of Lading have been agreed upon after the time of loading, one of which being accomplished, I declare, if any, to be valid. If required by the Carrier, one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</small>		<small>For And On Behalf of BDP INTERNATIONAL LTD. (CHINA), SHENZHEN BRANCH</small>		<small>AS AGENT FOR THE CARRIER Silver Birch GP, LLC</small>	
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<small>For And On Behalf of BDP INTERNATIONAL LTD. (CHINA), SHENZHEN BRANCH</small>													
<small>AS AGENT FOR THE CARRIER Silver Birch GP, LLC</small>													
<small>Limitation on Carrier's Liability/Shipper's Ad Valorem Option. The Carrier shall not be liable for or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding US \$500 per Package or customary freight unit or Container as provided on the reverse side for the nature and value of such goods have been declared by the Shipper before shipment and insured below in this Bill of Lading and the carrier's ad valorem freight charge paid. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability to pay damages for loss of or damage to the Goods. In the event that the Shipper declares a value for the Goods in excess of US \$500 per Package or customary freight unit or Container or any other applicable limitation, the Shipper must also stipulate such value in this Bill of Lading and the additional limit not be assumed by the Carrier only. Underpayment of the Carrier's freight charge.</small>													

Bill of Lading attachment Page 2 of 2.**(CSZSE0105163)**

SHIPPER'S LOAD & COUNT & SEAL S.T.C. :-

KKFU8059750

FROM:	TO:	873	4,732.614 KGS 66.007 CBM
CPO:		CTNS	FOOTWEAR (WOMEN'S SHOES)
DESC:			PO NUMBER: 4500971191,
SKU:			4500983095, 4500983096,
QUANTITY:			4501001913, 4501001919,
CARTON:			4501022833.
			HS CODE: 640299

NYKU4811031

FROM:	TO:	727	3,319.620 KGS 65.952 CBM
CPO:		CTNS	FOOTWEAR (WOMEN'S SHOES)
DESC:			PO NUMBER: 4500971193,
SKU:			HS CODE: 640299
QUANTITY:			
CARTON:			

ONEU0347022

FROM:	TO:	726	3,844.774 KGS 62.111 CBM
CPO:		CTNS	FOOTWEAR (WOMEN'S SHOES)
DESC:			PO NUMBER: 4500971190,
SKU:			4500971193, 4500986085,
QUANTITY:			4500986086, 4501001912,
CARTON:			4501001914, 4501001915,
			4501001916, 4501001917,
			4501001918, 4501004029.
			HS CODE: 640299

NOTIFY PARTY 2
 DAMCO DISTRIBUTION SERVICE
 12801 EXCELSIOR DR.
 SANTA FE SPRINGS, CA 90670
 USA
 PHONE (1) 213-514-0091

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2,326	CTNS	11,897.008KGS 194.070 CBM
=====	=====	=====

END OF LISTING...*

Silver Birch GP, LLC

SHIPPER (Principal or Seller-licensee and address) DAMCO O/B FREETREND TECHNOLOGY (SHEN ZHEN) CO., LTD NO. 322, YUAN HU ROAD, ZHANG-BEI INDUSTRIAL DISTRICT, XIN-LIAN COMMUNITY, LONG-GANG ZONE, SHENZHEN CITY, GUANGDONG PROVINCE, CHINA		B/L Number CSZSE0105171	DATE OF ISSUE 19 NOV 2020	
		EXPORT REFERENCES/FORWARDING AGENT (Reference)		
		Shipper Ref :		
		Consignee Ref :		
		PO Ref :		
		Job Ref #	: CSZSE0105171	
CONSIGNEE (Non-Negotiable unless consigned to order) CROCS, INC. 13601 VIA VARA BROOMFIELD CO 80020 UNITED STATES PH: 303 848-7629 (IRS# 20-2164234-00)		POINT AND COUNTRY OF ORIGIN CHINA		
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) VANDERGRIFT INC 180 E. OCEAN BLVD STE 270 LONG BEACH, CA, 90802 562.624.3000 EXT. 7808 CROCS@VANDEGRIFTINC.COM, LGBDOCS@VANDEGRIFTINC.COM		DELIVERY AGENT AT DESTINATION BDP INTERNATIONAL INC 100 CONCORD ROAD ASTON, PA 19014 ASTON.SILVERBIRCH@BDPINT.COM		
FEEDER VESSEL		PLACE OF RECEIPT YANTIAN		
EXPORT CARRIER (Vessel, voyage, & flag) ONE APUS V.006E		PORT OF LOADING YANTIAN		
PORT OF DISCHARGE LONG BEACH, CA		PLACE OF DELIVERY LONG BEACH, CA		
MARKS AND NUMBERS	NO of PKGS	DESCRIPTION OF PACKAGES & GOODS PARTICULARS FURNISHED BY SHIPPERS	GROSS WEIGHT	MEASUREMENT
GESU6328795 /CNAU13153		/40'HC /CY/CY /935 CTNS / SHIPPER'S LOAD & COUNT & SEAL S.T.C. : - MARKS & NOS. & DESCRIPTION OF GOODS AS PER LIST ATTACHED.	5,165.710 KGS / =====	65.284 CBM =====
		935 CTNS	5,165.710 KGS	65.284 CBM
<p>THIS SHIPMENT DOES NOT CONTAIN WOOD PACKAGING MATERIAL.</p> <p>EXPRESS BILL OF LOADING</p> <p>FREIGHT COLLECT</p> <p>Total : ONE (1X40'HC) CONTAINER(S) ONLY</p> <p>SHIPPED ON BOARD : 19 NOV 2020</p>				
FREIGHT RATES , CHARGES, WEIGHTS AND/OR MEASUREMENT SUBJECT TO CORRECTIONS		<p>Received by the Carrier the Goods, Packages or Containers shall be as specified above and in apparent good order and condition unless otherwise stated. In be transported to such port or place of delivery as may be specified and subject to all the terms and conditions appearing on hereof and also subject to the general terms and conditions of the Shipper agrees by accepting this Bill of Lading. The description and quantity of the Goods, Packages or Containers and the weight, measure, quantity, condition, caravans and value thereof as stated above are furnished by the Shipper, and Carrier shall have no responsibility or liability regarding such information. See paragraph 11 on the reverse side of this Bill of Lading as to overweight Packages and Paragraph 8 as to Dangerous Goods.</p> <p>IN WITNESS WHEREOF, a original Bill of Lading has been signed at and delivered date below, one of which being accomplished in triplicate. If, any, to be valid, it required by the Carrier, one (1) original Bill of Lading must be surrendered duly endorsed in exchange for all others.</p> <p>For And On behalf of BDP INTERNATIONAL LTD. (CHINA), SHENZHEN BRANCH</p> <p>AS AGENT FOR THE CARRIER Silver Birch GP, LLC</p>		

Ligation on Carrier's Liability/Shipper's Ad Valorem Option. The Carrier shall in no event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding US \$500 per Package or customary height unit or Container as provided in the reverse side of this Bill of Lading and the Carrier's ad valorem height charge paid. Such declared value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Shipper desires to have a valuation in excess of said US \$500 per Package or customary height unit or Container or any other applicable limitation, the Shipper must so state such value in this Bill of Lading and such additional amount to be assumed by the Carrier will be paid by the Carrier after payment of the Carrier's ad valorem height charge.

Bill of Lading attachment Page 2 of 2.

(CSZSE0105171)

SHIPPER'S LOAD & COUNT & SEAL S.T.C. :-

GESU6328795

FROM:	935	5,165.710 KGS 65.284 CBM
TO:	CTNS	FOOTWEAR
CPO:		CHARMS
DESC:		HTS CODE: 6402993165,
SKU:		6402993177, 6402998061,
QUANTITY:		6402999065, 6404193960,
CARTON:		7117907500.

PO LIST SEE ATTACHMENT

NOTIFY PARTY2
DAMCO DISTRIBUTION SERVICE
12801 EXCELSIOR DR.
SANTA FE SPRINGS, CA 90670
USA
PHONE (1) 213-514-0091

935	CTNS	5,165.710 KGS 65.284 CBM
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END OF LISTING...

